

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY
AND
CITY OF LEESBURG
TO TRANSFER JURISDICTION OF A PORTION OF MAIN STREET**

This is an agreement between Lake County, a political subdivision of the State of Florida, hereinafter referred to as “County”, and the City of Leesburg, a municipal corporation, hereinafter referred to as “City”.

WHEREAS, Florida Statute Section 335.0415 provides that public roads may be transferred between jurisdictions only by mutual agreement of the affected governmental entities, and

WHEREAS, on January 23, 1989, the parties did enter into an Agreement whereby the jurisdiction over Main Street within the city limits of Leesburg, was transferred to the County, beginning at the junction of CR 468 and SR 44 on the West side of the City and ending at the junction of SR 44 on the East side of the City; and

WHEREAS, on October 3, 2003, the parties did transfer a portion of the County’s jurisdiction over Main Street back to the City, more fully described as follows:

That portion of Main Street lying between the West right of way line of 9th Street and the East right of way line of Canal Street, as shown on the Official Plat of the City of Leesburg, recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

and;

WHEREAS, on August 7, 2014, the City did request that the County further transfer its jurisdiction over another portion of Main Street lying between 9th Street and US 27 for a City redevelopment project.

NOW THEREFORE, it is agreed as follows:

1. In accordance with Florida Statute Section 335.0415, County and City agree that a portion of Main Street, located in City and described as follows, to wit:

That portion of Main Street lying between the West right of way line of 9th Street and the East right of way line of 14th Street as shown on the Official Plat of the City of Leesburg, recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

is hereby transferred from County to City and that City shall be responsible for the operation and maintenance of such road as of the date the last party hereto executes this Agreement.

2. County agrees to pay to City the sum of **\$103,000.00** for the purposes of reimbursing the City for improvements the City plans on making to the transferred

portion of Main Street identified in Paragraph 1 above as part of the City's redevelopment project.

3. City and County acknowledge that this agreement is intended to modify the January 23, 1989 Agreement by transferring jurisdiction to an additional portion of Main Street described in Paragraph 1 above to the City.

4 Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY

CITY Manager
P. O. Box 490630
Leesburg, Florida 34749

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

5. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. Effective Date. This Interlocal Agreement shall become effective upon adoption by the Board of County Commissioners and the City of Leesburg.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2014, and the City of Leesburg, by and through its Mayor, authorized to execute same by action of its City Commission on the ____ day of _____, 2014.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Jimmy Conner, Chairman

This ____ day of _____, 2014.

Approved as to form and legality.

Sanford A. Minkoff
County Attorney

CITY

CITY OF LEESBURG, through its
CITY COMMISSION

ATTEST:

City Clerk

_____, Mayor

This _____ day of _____, 2014.

Approved as to form and legality.

Fred Morrison, City Attorney